

CONTRACT DATA SHEETPSC Type (check one): ☐ New ☐ Renewal ☒ Addendum**Contractor Information**

1. Legal Name of Contractor: HNTB Corporation
2. Address: One Riverfront Plaza,
401 West Main Street,
3. City/ State & Zip: Louisville, Kentucky 40202
4. Contact Person Name & Telephone Number: Ron Taylor (502) 581-0985
5. Revenue Commission Taxpayer ID#:
6. If registration is not required please explain:
7. Is account in good standing:
8. Federal Tax ID # (SSN if sole proprietor):

Department Information

9. Requesting Department: Metro Parks
10. Contact Person Name & Telephone: Lisa Hite 456-8138

Contract Information

11. Not to exceed amount: \$239,200
12. Are expenses reimbursed? Yes
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: 10/1/07 -6/30/09
15. Coding: 8101- 705 – 8240 -168296-821301
16. Scope & Purpose of the contract:

The study will identify possible routes of the 100 mile Metro Loop Trail connection from the River Road Parks Corridor to the Floyds Fork Corridor tying into Miles Park.
See attachment for full scope.

AuthorizationsWRS County Attorney Review - Approved as to Form:Department Director: [Signature] Date: 12-17-08
Signature certifies:

- LA Funds are available
LA Contractor is registered and in good standing with the Revenue Commission
LA Human Relations Commission registration requirements have been met

Cph Risk Management Division of Finance - Certifies Insurance requirements satisfied: 12-24-08

AMENDMENT TO AGREEMENT

This Amendment to Agreement, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through its **PARKS DEPARTMENT**, herein referred to as "**METRO GOVERNMENT**", and **HNTB CORPORATION**, with offices located at One Riverfront Plaza, 401 West Main Street, Louisville, Kentucky 40222, herein referred to as "**CONSULTANT**",

WITNESSETH:

WHEREAS, the Metro Government and Consultant entered into an Agreement with respect to identifying possible routes for the 100 mile Metro Loop Trail; and

WHEREAS, the parties wish to amend the Agreement by extending its duration, changing its scope and increasing its not-to-exceed amount;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

Section I. That Section I, Scope of Professional Services, Subsection D shall be amended to include the services included on Attachment A attached hereto and fully incorporated herein.

Section II. That Section II, Fees and Compensation, Subsection A, shall be amended in its entirety to read as follows:

Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement. Total compensation payable to consultant for services rendered pursuant to this Agreement, including out of pocket expenses, shall not exceed **TWO HUNDRED THIRTY NINE THOUSAND TWO HUNDRED DOLLARS (\$239,200.00)**.

Section III. That Section III, Duration, Subsection A shall be amended in its entirety to read as follows:

A. This is a professional service contract which shall begin October 1, 2007 and shall continue through completion of the services to be performed hereunder.

Section IV. All other terms and conditions as set forth in the Agreement shall remain in full force and effect as if fully set out herein.

APPROVED AS TO FORM:


MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT


MIKE HEITZ, DIRECTOR,
PARKS DEPARTMENT

Date: 12/14/08

Date: 12.17.08

HNTB CORPORATION

By: Chela. Morale

Title: Associate Vice President

Date: 12/11/08

Taxpayer Identification No.
(TIN): _____

Louisville/Jefferson County
Revenue Commission Account
No.: _____

Parks - Amendment to PSC with HNTB Corporation for Metro Loop Trail Extension 120308 [pr]

SCHEDULE A- ADDITIONAL SCOPE OF SERVICES

The Scope of Services for this contract amendment will include the following tasks:

Task 1- Route location and alignment study

- 1.1 HNTB will perform an analysis of issues for including a multi-use trail on the south side and within the right-of-way of Shelbyville Road using LOJIC data, right-of-way (ROW) information from the Kentucky Transportation Cabinet, and recent development plans that contain ROW data along the corridor to determine location and design requirements for the trail.
- 1.2 HNTB will develop preliminary graphics illustrating the multi-use trail, south side, within the right-of-way of Shelbyville Road according to the information obtained in Task 1.1. Potential areas of conflict and impact will be identified, including drainage, insufficient ROW, and utilities. (Please note that a detailed survey will then be required during the next phase of the project in order to produce construction documents).
- 1.3 Currently, the KYTC is planning a multi-use trail on the north side of Shelbyville Road at I-265 interchange. It is desirable to locate the trail on the south side of Shelbyville Road for the purpose of continuity and connections to major pedestrian and bicycle generators (Middletown commercial center, schools, parks, major shopping centers). HNTB will revisit the alignment currently planned on the north side with the KYTC District-5 engineers and seek their guidance to relocate the trail to the south side.
- 1.4 HNTB will study the trail route and its interface with the surrounding/adjacent land-uses. HNTB will develop recommendations to provide trail access to and from the adjacent land-uses.
- 1.5 HNTB will conduct an inventory of constructed sidewalks along the corridor. To the extent possible, the proposed plan will utilize the existing infrastructure as part of the proposed M.E.L trail.

Task 2- Trail type, layout, and operational techniques/methods at intersections

- 2.1 Using AASHTO and KYTC guidelines, HNTB will develop a preliminary route for the multi-use trail and typical cross-sections within the roadway right-of-way, including defined separation area from the edge of roadway. Trail section will typically be 10 feet wide, asphalt or other surface materials (brick pavers, stamped concrete, combination of materials, etc.), and include appropriate clear zones at each side. Similarly, typical cross sections for the trail connections from adjacent streets and land-uses (shopping centers) will be prepared.
- 2.2 Using best practices and latest research sponsored by the FHWA, ITE, and AASHTO, HNTB will provide and recommend option(s) for trail users at intersections and interchanges.
- 2.3 HNTB will examine and make a recommendation on the inclusion of lighting for the trail. Lighting, including solar powered lighting systems, will be explored and considered as part of the trail operation.
- 2.4 HNTB will identify location of trail head(s) and trail amenities (benches, drinking fountain, special paving areas, etc.). In addition, HNTB will conduct a visual and cursory observation of the old/abandoned bridge which was part of the old Shelbyville to assess its viability to be either a part of the trail or act as a spur, trail head, or a place of interest. A brief technical memorandum will be prepared outlining the general state of the bridge, and recommendations including additional structural studies be performed to utilize this

bridge for trail users. HNTB will also contact KYTC to obtain ownership and ROW data for the bridge.

Task 3- Public Involvement Plan

- 3.1 HNTB will conduct two (2) town hall-style meetings where residents, businesses and stakeholders along the corridor are invited to learn about the proposed M.E.L trail and provide input, register comments, and provide ideas on all aspect of the trail development including operations and maintenance. The second meeting will be used to inform the community about the trail layout, connections, shape/form, and other characteristics. Additionally, final comments will be gathered and incorporated into the final plan development. HNTB will facilitate and lead the public involvement plan with guidance and direction from Councilman Heiner's office. As part of this work, HNTB will provide a summary of the comments and prepare responses accordingly. We expect that communication, including invitation, arrangement for the meeting location be done by the Councilman's office. HNTB will provide exhibits, hand-outs, and presentation materials.
- 3.2 A summary report will be prepared documenting the public involvement..

Task 4- Cost Estimate

- 4.1 HNTB will prepare a planning level cost estimate will be prepared for trail route.
- 4.2 HNTB will prepare a phasing schedule that reflect funding availability and projected resources that might be used for the design and construction. Phasing schedule will be dependent upon information provided by Metro Louisville.

Task 5- Report

- 5.1 HNTB will prepare a final report that will include schematic layout of the trail, typical cross sections, operational treatment at intersections/interchange, technical memorandum(s), correspondence with the KYTC and other local governments, cost estimate and any relevant information compiled during the project. Three (3) hard copies and one digital copy will be provided. In addition, the route information will be included into the overall Northeast Loop Trail Master Plan.

DATE (MM/DD/YYYY)
11/26/08

1-816-527-2515

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Louisville, KY 40202

INSURERS AFFORDING COVERAGE

NAIC #

INSURER: Liberty Mutual Fire Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	TB2-141-433035-218	12/01/08	12/01/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WA2-14D-433035-669	01/01/09	01/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS									
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NTTB Job 46243; 100 mile Metro Loop Trail. The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an additional insured as respects operations of the Named Insured performed relative to the contract.

CERTIFICATE HOLDER

Louisville/Jefferson County Metro Government

Department of Purchasing
617 West Jefferson Street
Louisville, KY 40202

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL

[illegible]

AUTHORIZED REPRESENTATIVE

Jennifer McCoy